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04-19-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent.

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and original documents or copy thereof.

1. Name of conveying party(ies):

M. Fine & Sons Manufacturing Co. Inc.
350 Fifth Avenue, 43rd Floor
New York, NY 10118

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State-NY
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **April 9, 1999**

2. Name and address of receiving party(ies)

Name: **PNC Bank, National Association,**
as Agent

Internal Address: _____

Street Address: **Two Tower Center**

City: **East Brunswick** State: **NJ** ZIP: **08816**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other **national association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A to Trademark Assignment of Security

B. Trademark Registration No.(s)

See Schedule A to Trademark Assignment of Security

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Federal Research Corp.**

Internal Address: _____

Street Address: **400 Seventh Street NW**

Suite 101

City: **Washington DC** State: _____ ZIP: **20004**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481

40.00 OP
25.00 OP

02 FC:482

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Loukia Harris

Name of Person Signing

Loukia Harris

Signature

April 12, 1999

Date

Total number of pages including cover sheet, attachments, and document: **4**

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated April 9, 1999, by and between M. Fine & Sons Manufacturing Co. Inc. and PNC Bank, National Association, as Agent.

Trademark Name	Registration No./Serial No.	Registration Date	Country
FIVEBROTHER	1,533,247	April 4, 1989	USA
M. FINE & SONS SINCE 1890 & Design	75/497,904	Pending	USA

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, M. Fine & Sons Manufacturing Co. Inc., a corporation formed under the laws of New York, located at 350 Fifth Avenue, 43rd Floor, New York, New York 10118 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC") and various financial institutions (together with PNC, collectively, "Lenders") named in or which hereafter become a party to the Loan Agreement (as hereinafter defined) and PNC as agent for Lenders (PNC in such capacity, "Agent") located at Two Tower Center, East Brunswick, NJ 08816, pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), among Agent, Lenders and Borrower, and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, made by Borrower in favor of Agent for the ratable benefit of Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

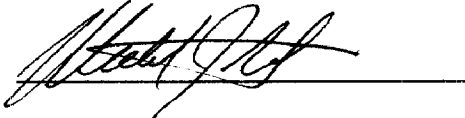
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for the ratable benefit of Lenders and grant to Agent for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

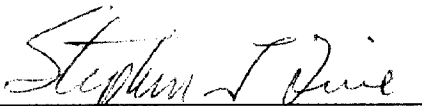
Dated: April 9, 1999

M. FINE & SONS MANUFACTURING CO. INC.

Witness:

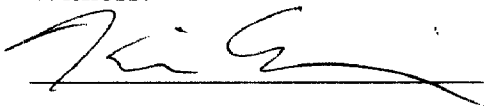


By:

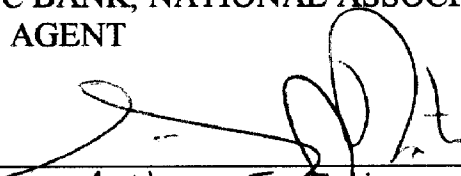

Name: Stephen L. Fine
Title: Co-President

PNC BANK, NATIONAL ASSOCIATION,
AS AGENT

Witness:



By:


Name: Anthony J. Foti
Title: Vice President

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1999, before me personally came Stephen L. Fine, to me known, who, being by me duly sworn, did depose and say that he is the Co-President of M. Fine & Sons Manufacturing Co. Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

LOUKIA HARRIS
Notary Public of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2000

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1999, before me personally came Anthony J. Foti, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.



Notary Public

LOUKIA HARRIS
Notary Public of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2000